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Attorneys for Defendant
SALESIAN SOCIETY (sued herein as
SALESIANS OF DON BOSCO,
dba CAMP ST. FRANCIS)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

ROBIN MOREL,)	CASE NO. C07 01263 JF PVT
)	
Plaintiff,)	STIPULATED PROTECTIVE ORDER
)	AS MODIFIED BY THE COURT
vs.)	Complaint Filed: March 2, 2007
)	
SALESIANS OF DON BOSCO, dba CAMP)	
ST. FRANCIS, DOES 1-50; inclusive,)	
)	
Defendants.)	

IT IS HEREBY STIPULATED by and between: (1) Plaintiff, ROBIN MOREL, through her attorney of record, Alan L. Martini of Sheuerman, Martini & Tabari; (2) Defendant SALESIAN SOCIETY (sued herein as SALESIANS OF DON BOSCO, dba CAMP ST. FRANCIS), through its attorney of record, Jack B. McCowan, Jr. of Gordon & Rees LLP, as follows:

1. In connection with discovery in this action, any party may designate the following types of documents or materials as “confidential” under the terms of this stipulated protective order. Such documents include, but are not limited to, property valuations, financial reports, proprietary information and personnel information. This list is not exhaustive and shall not act to limit the types of documents that may receive a confidential designation.

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1 2. The party designating the documents or materials as confidential shall designate
2 those confidential documents and materials by stamping them with a legend incorporating the
3 term "CONFIDENTIAL". The legend need only be stamped on the front page of any
4 documents, materials or information which consists of multiple pages, so long as it is evident
5 that the pages constitute one single document.

6 3. If a party disagrees with the confidential designation, that party shall notify the
7 designating party of the objections, in writing, within twenty (20) days of the receipt of the
8 designated material. The written objection shall identify the bates numbers of the designated
9 documents at issue and state the reasons why the party disagrees with the confidential
10 designation. The parties shall meet and confer over the objections for a period of no longer than
11 twenty (20) days after receipt of the written objection. If the parties are unable to agree as to the
12 designation, the designating party shall file a motion for a protective order to deem such material
13 as confidential within ten (10) days of the conclusion of the meet and confer process. If the
14 designating party fails to file a timely motion for a protective order, the documents, materials or
15 information identified in the written objection shall not be considered confidential. The
16 documents, materials or information identified in the written objection shall remain confidential
17 during the meet and confer period and the period, if applicable, prior to the decision on the
18 motion for protective order by the court.

19 4. Documents, materials and information designated as confidential shall be
20 automatically deemed confidential and/or proprietary if objections are not timely served. Access
21 to or knowledge of designated documents, materials and information is limited to the parties,
22 their attorneys, insurers, experts consulted or employed for the purpose of this case currently
23 pending in the United States District Court, Northern District of California (San Jose) entitled
24 Robin Morel v. Salesians of Don Bosco, dba Camp St. Francis, et al. (USDC, Northern District
25 of California, Case No. C07 01263 JF PVT), and non-party witnesses called to testify or who
26 counsel of record reasonably anticipate may testify at trial, arbitration, evidentiary hearing and/or
27 at deposition. Such persons, their assistants, agents, employees, and representatives shall only
28 have access to and use confidential documents, materials and information, including any

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1 summaries, abstracts, or other documents derived in whole or in part from them, for the sole
2 purpose of pursuing, defending or resolving this action, and for no other purpose. Such persons,
3 their assistants, agents, employees, and representatives shall not disclose confidential documents,
4 materials and information to any other person or entity without the express prior written consent
5 of the other parties, unless ordered by the Court. Such confidential documents, materials and
6 information may be used, under the terms of this stipulation, in connection with the claims
7 asserted by Robin Morel against Salesian Society (sued herein as Salesians of Don Bosco, dba
8 Camp St. Francis) , and related parties, whether in an arbitration, mediation, or court action.

9 5. A copy of this stipulated protective order shall be provided to all persons who are
10 to be allowed access to confidential documents, materials or information to that person. No
11 person shall be allowed access to confidential documents, materials, or information unless that
12 person agrees to follow and be bound by the terms of this stipulated protective order and agrees
13 to be subject to the jurisdiction of the above-referenced court in connection with any possible or
14 actual violations of the terms of this stipulated protective order. No expert or nonparty witness
15 shall be allowed access to confidential documents, materials or information unless that party has
16 executed an undertaking to comply with this stipulated protective order in the form attached
17 hereto as Exhibit "A".

18 6. Confidential documents, materials or information may be disclosed to court
19 personnel, including stenographic reporters engaged in proceedings necessarily incidental to the
20 preparation for hearing or trial of this action or the matters identified in Paragraph 4 above. In
21 the event that the parties agree to the arbitration or mediation of this action, confidential
22 documents may also be disclosed to the selected or appointed arbitrators and mediators and their
23 respective personnel.

24 7. Confidential documents, materials or information developed, revealed or included
25 within any discovery proceedings, formal and informal, whether in the form of depositions,
26 transcripts, answers to interrogatories or requests for admissions, document production, or
27 contained in pleadings, motions, memoranda, affidavits, declarations, expert witness disclosures
28 or reports, or other documents submitted to this Court, or in the transcript of any hearing or

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proceeding of the Court, shall be subject to this stipulated protective order and when presented to or filed with the Court, the procedures outlined in Civil Local Rule 79-5 shall be observed.

8. ~~The inadvertent production of any confidential documents, materials or information by a producing party during discovery in this litigation without a confidential designation, or the inadvertent failure to designate documents, materials or information as confidential by an inspecting party, shall be without prejudice to any claim that such documents, materials or information are confidential, and no party or non-party shall be held to have waived any rights by such inadvertent production or failure to designate subject to the limitations herein~~
PVT
provided a party who has inadvertently produced documents it considers confidential without so designating them, shall give written notice to the other parties of the mistake within twenty (20) days of the production. The parties shall meet and confer for a period of no longer than twenty (20) days concerning the inadvertent disclosure and if the parties are unable to agree as to the requested designation, the party seeking the designation shall file a motion to deem such material as confidential within ten (10) days of the conclusion of the meet and confer process. For purposes of this stipulated protective order, an "Inspecting Party" is a party inspecting its own documents which are in the possession of a third party with whom the Inspecting Party has a professional relationship (i.e., an accountant) such that, under applicable law, the documents are arguably confidential notwithstanding their presence in the files of such third party. Upon receiving prompt notice that a party deems such material confidential and inadvertently produced, the other party will, subject to their rights under paragraph 3 hereof, treat such document or materials, and the information contained therein, as confidential pending the Court's ruling on a timely motion to deem the documents confidential made within ten (10) days by the party asserting confidentiality after such party has asserted the documents are privileged. Upon the Court ordering the inadvertently produced documents to be confidential, the terms of this stipulated protective order shall apply thereto.

9. Any disclosure of information or material by the other party or parties to any recipient permitted under paragraph 4 hereof, prior to receipt of the notice specified in

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1 paragraphs 8 or 9 hereof, shall not constitute a violation of this stipulated protective order or
2 otherwise subject the disclosing party or parties to any liability of any kind.

3 10. Confidential documents, material and information shall not lose their confidential
4 status should they be used during the course of any court proceeding, mediation or arbitration in
5 this action or other proceeding. The party using confidential documents, material and
6 information shall take all reasonable steps necessary to maintain their confidentiality during such
7 use.

8 11. Testimony taken at deposition, conference, hearing, arbitration or trial may be
9 designated as confidential by making a statement to that effect on the record at the deposition or
10 other proceeding if the testimony directly concerns a document previously produced and
11 designated as confidential and the testimony including such confidential information. All other
12 testimony may be designated as confidential upon stipulation of the parties at the deposition,
13 conference, hearing, arbitration or trial. If the parties are unable to reach a stipulation, then the
14 testimony shall be conditionally designated as confidential subject to a successful challenge
15 (including the designating party not timely moving for a protective order) to the designation
16 pursuant to paragraph 3.

17 12. This stipulated protective order shall not prejudice the rights of any party to make
18 an objection to the production of confidential matters or to their admissibility into evidence, or
19 the designation of any material as confidential.

20 13. This stipulated protective order shall not in any way prejudice the rights of the
21 parties for a modification of this order in the future and the Court retains jurisdiction to modify
22 this order.

23 14. This stipulated protective order shall survive the final termination of this lawsuit.
24 Within forty-five (45) days of the termination of the lawsuit (including any and all appeals and
25 petitions), all parties shall assemble and return to the party providing the confidential documents,
26 materials or information, all documents, materials and information designated as confidential and
27 which have remained confidential under this stipulated protective order without retaining any
28 copies or duplicates. Alternatively, counsel may certify destruction of such documents in

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writing. Counsel shall be entitled, however, to retain memoranda and other work product, and pleadings embodying information derived from such confidential information to the extent reasonably necessary to preserve a file in this litigation. All such memoranda and other work product shall remain subject to the terms of this stipulated protective order.

15. The court shall retain jurisdiction to resolve any dispute concerning the use of the documents, materials or information disclosed under this stipulated protective order. The court may grant sanctions for improper use of such documents, materials and information and may impose such sanctions on its own motion or on motion of a party.

16. This stipulated protective order shall not preclude the disclosure of confidential information to the Court having jurisdiction over the litigation, including the trier of fact at the time of trial or court hearing in this action. To the extent that any confidential information is filed or otherwise presented in Court, it shall be pursuant to Civil Local Rule 79-5.

IT IS SO STIPULATED:

Dated: September 18, 2007

SHEUERMAN, MARTINI & TABARI

By:/s/

ALAN L. MARTINI
Attorneys for Plaintiff

Dated: September 18, 2007

GORDON & REES LLP

By:/s/

JACK B. MCCOWAN, JR.
Attorneys for Defendant
SALESIAN SOCIETY (sued herein as
SALESIANS OF DON BOSCO, dba CAMP
ST. FRANCIS)

IT IS SO ORDERED.

Dated: September 19, 2007

Magistrate Judge, United States District Court



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EXHIBIT A

AGREEMENT CONCERNING MATERIAL COVERED BY STIPULATED
PROTECTIVE ORDER PURSUANT TO ORDER ENTERED BY THE
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE)

CASE NAME:
MOREL V. SALESIANS OF DON BOSCO, DBA CAMP ST. FRANCIS

CASE NUMBER:
C07 01263 JF PVT

I acknowledge that I have read the stipulated protective order pursuant to Court order of
_____ entered into this action by the United States District Court, Northern District of
California (San Jose) and that I understand its terms and agree to be bound by its terms.

Dated: _____

Signature

Printed Signature

Relationship to or Interest in this
Action